

**STATE OF TENNESSEE  
Department of Commerce and Insurance  
500 James Robertson Parkway  
Nashville, TN 37243-1131  
PH - 615.532.5260, FX - 615.532.2788  
brenda.meade@tn.gov**

February 01, 2012

State Farm Mutual Auto Ins Company  
2500 Memorial Boulevard % Jeff Shay  
Murfreesboro, TN 37131-0001  
NAIC # 25178

Certified Mail  
Return Receipt Requested  
7011 0470 0000 5068 2652  
Cashier # 1432

Re: Fields, Harper & Connior V. State Farm Mutual Auto Ins Company

Docket # 12-Cv-16

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served January 26, 2012, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Brenda C. Meade  
Designated Agent  
Service of Process

Enclosures

cc: Circuit Court Clerk  
Polk County  
P O Box 256  
Benton, Tn 37307

REC'D BY JEFF SHAY

FEB 03 2012

ROUTE TO:  
COPIES TO:

**STATE OF TENNESSEE**  
**THE CIRCUIT COURT OF POLK COUNTY, TENNESSEE**  
**HELD IN THE DUCKTOWN LAW COURT**  
**SUMMONS**

**TONIA FIELDS, Individually and as mother )**  
**and next friend of AYL A HARPER and as )**  
**Assignee of the Estate of CHRISTIAN )**  
**CONNOR, )**

**Plaintiff,**

**vs.**

**STATE FARM MUTUAL AUTOMOBILE )**  
**INSURANCE COMPANY, )**

**Defendant.**

**Docket No. 12-CV-16**

**SERVE: State Farm Mutual Automobile**  
**Insurance Company**  
**c/o Dept. of Insurance and Banking**  
**State Farm Policy No:1285961-d30-42**

**TO THE ABOVE NAMED DEFENDANT(S): STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**

You are hereby summoned and required to serve upon Robert G. Norred, Jr., plaintiffs' attorney, whose address is PO Box 191, Cleveland, TN 37364-0191, a written answer to the complaint herewith served upon you within 30 days after service of this summons and complaint upon you, exclusive of the day of service. The same answer must be filed with the court. If you fail to do so, judgment by default can be taken against you for the relief demanded in the complaint.

Issued and tested this 20 day of January, 2012

Cornie Clark  
 Clerk

Deputy Clerk

**RETURN**

I received this summons on the \_\_\_\_\_ day of \_\_\_\_\_, 2012

☐ served this summons and a complaint on defendant \_\_\_\_\_ in the following manner:

\_\_\_\_\_  
☐ failed to serve this summons within 30 days after its issuance because: \_\_\_\_\_

\_\_\_\_\_  
 Process Server

**TO THE DEFENDANT(S):**

**NOTICE**

Tennessee law provides a four thousand dollar (\$4,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution of garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family, and trunks or receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

COPY

**IN THE POLK COUNTY CIRCUIT, BENTON, TENNESSEE**  
**HELD IN THE DUCKTOWN LAW COURT**

TONIA FIELDS, Individually )  
 and as mother and next friend of )  
 AYL A HARPER and as Assignee )  
 of the Estate of CHRISTIAN )  
 CONNIOR, )

Plaintiff, )

vs. )

DOCKET NO. \_\_\_\_\_

STATE FARM MUTUAL AUTOMOBILE )  
 INSURANCE COMPANY, )

Defendant. )

**COMPLAINT**

Your Plaintiff says:

1. Tonia Fields is a resident of Bradley County, Tennessee, and is the mother of eight year old Ayla Harper who sustained injuries as a result of the negligent and gross negligent acts of Christian Connior in an automobile accident which occurred in Polk County, Tennessee.

2. The Estate of Christian Connior was established by the Probate Court of Bradley County, Tennessee with Probate No. P-08-145. Darald J. Shaffer has been appointed Administrator Ad Litem for the Estate of Christian Connior by the Bradley County Probate Court for purposes of accepting service of process on behalf of the Estate of Christian Connior which has assigned to the Plaintiff any right of action which it may have against State Farm Mutual Automobile Insurance Company.

3. State Farm Mutual Automobile Insurance Company (State Farm) is a provider of

**FILED**

JAN 20 2012

automobile insurance company services in the State of Tennessee and maintains a regional office in Murfreesboro, Tennessee. State Farm may be served through the Tennessee Commissioner of Insurance.

4. On October 21, 2007, your Plaintiff had a policy of automobile insurance coverage with State Farm on a 1993 Dodge Caravan, VIN #1B4GH54R6PX663200. In October of 2007, Christian Connior had used the above-referenced Dodge Caravan on other occasions and had the implied permission to use it for reasonable uses. Attached hereto as Exhibit A is a copy of the policy of insurance on the Dodge Caravan between Tonia Fields and State Farm that was pertinent to the date of the accident.

5. On October 21, 2007, Christian Connior was driving the Plaintiff's 1993 Dodge Caravan in a westerly direction on U.S. Highway 64 in Polk County, Tennessee, Ayla Harper was a four year old guest passenger in the mini-van and was seated in the rear seat. At the above-referenced time and place, Christian Connior was driving said mini-van on a revoked Tennessee State Driver's License and was intoxicated. The mini-van driven by Christian Connior crossed the center line of Highway 64 and struck head-on the automobile driven by Linda McDonald Foster, killing Ms. Foster. After striking the Foster vehicle, the mini-van driven by Christian Connior spun back into the left-hand west-bound lane of travel backwards for a distance and came to rest facing east-bound in the east-bound lane of U.S. Highway 64. The subject accident also killed Christian Connior and injured Ayla Harper. After the accident, the Plaintiffs made demand upon State Farm to provide a liability defense to Christian Connior and to pay for the Plaintiff's claimed damages. State Farm refused the Plaintiff's demands, and indicated that they would not provide a defense for Christian Connior.

6. After the Plaintiffs filed suit against Christian Connior, deceased and the Estate of

Christian Connior in the Polk County Circuit Court, Docket No. CV-08-114, State Farm decided to provide the Estate of Christian Connior a defense in this matter and provided counsel for the Estate of Christian Connior. Counsel for the Estate conducted some discovery, but negligently failed to file an answer on behalf of the Estate of Christian Connior with the Polk County Circuit Court, even though they were retained to do so by State Farm. After providing counsel a defense for the Estate of Christian Connior for a period of time, State Farm instructed counsel for the Estate of Christian Connior and said retained counsel withdrew. As a result of the failure by the Estate of Christian Connior's retained counsel to file an answer on behalf of the Estate, and then their subsequent withdrawal, your Plaintiff was able to obtain a default judgment against the Estate of Christian Connior in the amount of \$82,996.66. A copy of said judgment is attached as Exhibit B.

#### Causes of Action

7. After providing counsel to the Estate of Christian Connior, State Farm should have been equitably estopped from instructing their appointed counsel to withdraw from representation of the Estate. As a result of the Estate not having counsel to defend them on the merits of the claim and as a result of appointed counsel's failure to file an answer with the Polk County Circuit Court, the Estate of Christian Connior has incurred the attached judgment which cannot be satisfied from the Estate's funds.

8. State Farm appointed counsel for the Estate was negligent in failing to file an answer on behalf of the Estate during the period of time that it was counsel of record.

9. State Farm's actions in providing a defense for the Estate of Christian Connior and then abruptly withdrawing that defense constitutes a bad faith actions on behalf of State Farm and the appropriate exemplary damages should be recovered.

10. State Farm breached its policy of insurance by failing to provide liability insurance to Christian Connior under Pages 5 and 6 of said attached policy.

WHEREFORE, the Plaintiff prays that a jury of twelve be empaneled to try the issues of this cause and that State Farm be required to pay the judgment entered against the Estate and any other exemplary damages or other charges incurred by the Estate caused by State Farm's actions.

Respectfully submitted,

LOGAN-THOMPSON, P.C.

By

  
\_\_\_\_\_  
ROBERT G. NORRED, JR. (BPR#012740)

Attorneys for Plaintiff

PO Box 191

Cleveland, TN 37364-0191

423/476-2251

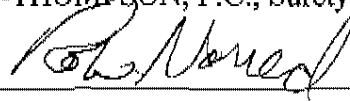
COST BOND

We, the undersigned Principal and Surety, do hereby acknowledge ourselves as security for the costs of this cause, not to exceed \$1,000.00.

TONIA FIELDS, Individually  
and as mother and next friend of  
AYLA HARPER and as Assignee  
of the Estate of CHRISTIAN  
CONNOR

PRINCIPAL(S) BY ATTORNEY

LOGAN-THOMPSON, P.C., Surety, by

A handwritten signature in dark ink, appearing to read "R. L. Thompson", is written over a horizontal line.

State Farm®  
Providing Insurance and Financial Services  
Murfreesboro Operations Center  
2500 Memorial Blvd.  
Murfreesboro, TN 37131



### CERTIFICATE

I, the undersigned, do hereby certify that I am custodian of the records pertaining to the issuance of policies by the East Tenn Division of State Farm Mutual Automobile Insurance Company of Bloomington, Illinois.

I further certify that the attached policy, number 128 5961-D30-42, is a copy of the policy issued to Tonia Fields of 226 Westbrook Circle NW, Cleveland, TN 37312-6469 based on our available records.

The policy was in effect on the loss date of October 21, 2007.

A handwritten signature in cursive script, appearing to read "Karen Fisher", written over a horizontal line.

Karen Fisher  
Underwriting Team Manager

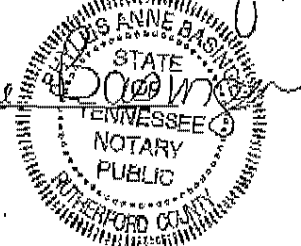
State of Tennessee

County of Rutherford

Subscribed and sworn to before me this 24<sup>th</sup> day of February, 2009

A handwritten signature in cursive script, appearing to read "Phyllis Anne Basing", written over a horizontal line.

Notary Public



My Commission Expires  
January 21, 2013

EXHIBIT

A





PHONE: (423) 476-2298

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.  
 IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY TYPE	VEHICLE ID NUMBER	CLASS
1993	DODGE	CARAVAN	VAN	1B4GH54R6PX663200	1D3F101

SYMBOL	COVERAGE & LIMITS	PREMIUMS
	Medical Payments Coverage	
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$100,000 \$300,000	
	Property Damage Limit	
	Each Accident	
	\$100,000	
C	Medical Payments Coverage	\$17.27
	Limit - Each Person	
	\$5,000	
	Emergency Road Service Coverage	
U1	Uninsured Motor Vehicle Coverage (Bodily Injury and Property Damage)	\$22.20
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$100,000 \$300,000	
	Property Damage Limit	
	Each Accident	
	\$100,000	
S	Death, Dismemberment and Loss of Sight Coverage	\$1.20
	Person Insured \$5,000	

FIELDS, TONIA

See Endorsements for Policy Details. Policy Booklet 12/30/09 12/30/09 \$246.00 Unit - 12/30/09

EXCEPTIONS, POLICY BOOKLET, ENDORSEMENTS. See policy booklet for individual endorsement for coverage details.

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9842A, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.

Agent: REBA GARRISON

Telephone: (423) 476-2298

3. **Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

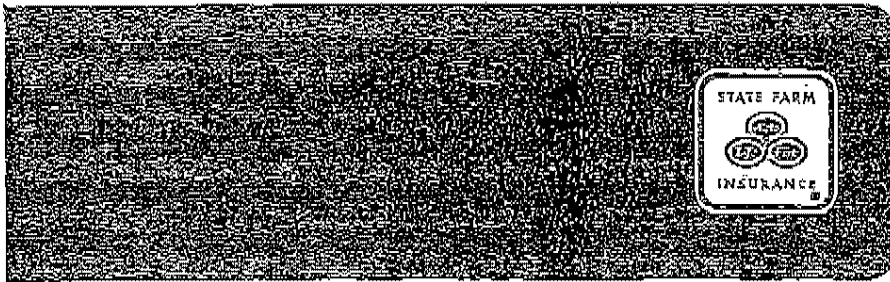
In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Kim M. Brunner*

Secretary

*Vincent J. Prosser*

President



Please read the policy carefully. If there is an accident, contact your State Farm agent or one of our Claim Offices at once. (See "INSURED'S DUTIES" in this policy booklet.)

## State Farm® Car Policy Booklet

Tennessee  
Policy Form 8842A

# CONTENTS

THIS POLICY.....	3	Limits - Car Rental and Travel Expenses Coverage.....	21
DEFINITIONS.....	4	Non duplication.....	21
LIABILITY COVERAGE.....	5	Exclusions.....	21
Additional Definition.....	5	If Other Physical Damage or Similar Coverage Applies.....	23
Insuring Agreement.....	6	Financed Vehicle.....	23
Supplementary Payments.....	6	Our Payment Options.....	23
Limits.....	6		
Non duplication.....	7	DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE.....	24
Exclusions.....	7	Additional Definition.....	24
If Other Liability Coverage Applies.....	8	Insuring Agreement.....	24
Required Out-of-State Liability Coverage.....	9	Benefit.....	24
Financial Responsibility Certification.....	9	Exclusions - Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage.....	25
MEDICAL PAYMENTS COVERAGE.....	9	Our Payment Options- Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage.....	25
Additional Definitions.....	9	LOSS OF EARNINGS COVERAGE.....	24
Insuring Agreement.....	10	Additional Definitions.....	24
Determining Medical Expenses.....	10	Insuring Agreement.....	24
Arbitration.....	10	Limit.....	25
Limit.....	10	Exclusions- Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage.....	25
Non duplication.....	11	Our Payment Options - Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage.....	25
Exclusions.....	11		
If Other Medical Payments Coverage or Similar Vehicle Insurance Applies.....	11	INSURED'S DUTIES.....	26
Our Payment Options.....	12	Notice to Us of an Accident or Loss.....	26
UNINSURED MOTOR VEHICLE COVERAGES.....	13	Notice to Us of Claim or Suit.....	26
Additional Definitions.....	13	Insured's Duty to Cooperate With Us.....	26
Insuring Agreements.....	14	Questioning Under Oath.....	26
Consent to Settlement.....	14	Other Duties Under the Physical Damage Coverages.....	26
Deciding Fault and Amount.....	14	Other Duties Under Medical Payments Coverage, Uninsured Motor Vehicle Coverages, Death, Dismemberment and Loss of Sight Coverage, and Loss of Earnings Coverage.....	26
Limits.....	15		
Non duplication.....	15		
Exclusions.....	15		
If Other Uninsured Motor Vehicle Coverage Applies.....	16		
Our Payment Options.....	17		
PHYSICAL DAMAGE COVERAGES.....	17		
Additional Definitions.....	17		
Insuring Agreements.....	18		
Supplementary Payments - Comprehensive Coverage and Collision Coverage.....	19		
Limits and Loss Settlement - Comprehensive Coverage and Collision Coverage.....	20		

GENERAL TERMS	28	Cancellation	29
When Coverage Applies	28	Assignment	30
Where Coverage Applies	28	Bankruptcy or Insolvency of the Insured	30
Newly Owned or Newly Leased Car	28	Concealment or Fraud	30
Changes to This Policy	28	Our Right to Recover Our Payments	30
Premium	28	Legal Action Against Us	30
Renewal	29	Choice of Law	30
Nonrenewal	29	Severability	31

- THIS POLICY**
- This policy consists of:
    - the most recently issued Declarations Page;
    - the policy booklet version shown on that Declarations Page; and
    - any endorsements that apply, including those listed on that Declarations Page as well as those issued in connection with any subsequent renewal of this policy.
  - This policy contains all of the agreements between all named insureds and applicants and:
    - us; and
    - any of our agents.
  - We agree to provide insurance according to the terms of this policy:
    - based on payment of premium for the coverages chosen; and
    - unless otherwise stated in EXCEPTIONS, POLICY BOOKLET, and ENDORSEMENTS on the Declarations Page, insurance on the following statements:
- The named insured is the sole owner of your car.
  - Neither you nor any member of your household has, within the past three years, had:
    - vehicle insurance canceled or nonrenewed by an insurer; or
    - either:
      - a license to drive, or
      - a vehicle registration
 suspended, revoked, or refused.
  - Your car is used for pleasure and business.
  - All named insureds and applicants agree by acceptance of this policy that:
    - the statements in 2.b. above are made by the named insured or applicant and are true; and
    - you provide this insurance on the basis these statements are true.

9842A

# DEFINITIONS

We define certain words and phrases below for use throughout the policy. Each coverage includes additional definitions only for use with that coverage. These definitions apply to the singular, plural, and possessive forms of these words and phrases. Defined words and phrases are printed in boldface italics.

**Bodily Injury** means bodily injury to a *person* and sickness, disease, or death that results from it.

**Car** means a land motor vehicle with four or more wheels, designed for use primarily on public roads. It does not include:

1. Any vehicle while located for use as a dwelling or other premises; or
2. A truck-tractor designed to pull any type of trailer.

**Car Business** means a business or job where the purpose is to sell, lease, rent, repair, service, transport, store, or park land motor vehicles or any type of trailer.

**Fungi** means any type or form of fungus or fungi and includes:

1. Mold;
2. Mildew; and
3. Any of the following that are produced or released by fungi:
  - a. Mycotoxins;
  - b. Spores;
  - c. Scents; or
  - d. Byproducts.

**Newly Acquired Car** means a *car* newly owned by you. A *car* ceases to be a *newly acquired car* on the earlier of:

1. the effective date and time of a policy, including any binder, issued by us or any other company that describes the *car* as an insured vehicle; or
2. the end of the 14th calendar day immediately following the date the *car* is delivered to you.

If a *newly acquired car* is not otherwise afforded comprehensive coverage or collision coverage by this or any other policy, then this policy will provide Comprehensive Coverage or Collision Coverage for that *newly acquired car*, subject to a deductible of \$500. Any coverage provided as a result of this paragraph will apply only until the end of the 5th calendar day immediately following the date the *newly acquired car* is delivered to you.

**Non-Owned Car** means a *car* that is in the lawful possession of you or any *resident relative* and that neither:

1. is owned by:
  - a. you;
  - b. any *resident relative*;
  - c. any other *person* who resides primarily in your household; or
  - d. an employer of any *person* described in a., b., or c. above; nor
2. has been operated by, rented by, or in the possession of:
  - a. you; or
  - b. any *resident relative*

during any part of each of the 31 or more consecutive days immediately prior to the date of the accident or loss.

**Occupying** means in, on, entering, or exiting.

**Our** means the Company issuing this policy as shown on the Declarations Page.

**Owned By** means:

1. owned by;
2. registered to; or
3. leased, if the lease is written for a period of 31 or more consecutive days.

**Pedestrian** means a *person* who is not occupying:

1. a motorized vehicle; or
2. a vehicle designed to be pulled by a motorized vehicle.

**Person** means a human being.

**Private Passenger Car** means:

1. a *car* of the private passenger type, other than a pickup truck, van, minivan, or sport utility vehicle, designed primarily to carry *persons* and their luggage; or
2. a pickup truck, van, minivan, or sport utility vehicle:
  - a. that is not used for:
    - (1) wholesale; or
    - (2) retail pickup or delivery; and
  - b. that has a Gross Vehicle Weight Rating of 10,000 pounds or less.

**Resident Relative** means a *person*, other than you, who resides primarily with the first *person* shown as a named insured on the Declarations Page and who is:

1. related to that named insured or his or her spouse by blood, marriage, or adoption. An unmarried and unemancipated child of that named insured or his or her spouse is considered to reside primarily with that named insured while that child is away at school; or
2. a ward or a foster child of that named insured, his or her spouse, or a person described in 1. above.

**State Farm Companies** means one or more of the following:

1. State Farm Mutual Automobile Insurance Company;
2. State Farm Fire and Casualty Company; and
3. Any of their affiliates.

**Temporary Substitute Car** means a car that is in the lawful possession of the person operating it and that:

1. replaces your car for a short time while your car is out of use due to its:
  - a. breakdown;
  - b. repair;
  - c. servicing;
  - d. damage; or
  - e. theft; and
2. neither you nor the person operating it own or have registered.

If a car qualifies as both a non-owned car and a temporary substitute car, then it is considered a temporary substitute car only.

### LIABILITY COVERAGE

This policy provides Liability Coverage if "A" is shown under "Symbols" on the Declarations Page.

#### Additional Definition

**Insured** means:

- a. the ownership, maintenance, or use of:
  - (1) your car;
  - (2) a newly acquired car; or
  - (3) a trailer; and
- b. the maintenance or use of:

**Trailer** means:

1. only those trailers:
  - a. designed to be pulled by a private passenger car;
  - b. not designed to carry persons; and
  - c. while not used as premises for office, store, or display purposes; or
2. a farm implement or farm wagon while being pulled on public roads by a car.

**Us** means the Company issuing this policy as shown on the Declarations Page.

**We** means the Company issuing this policy as shown on the Declarations Page.

**You or Your** means the named insured or named insureds shown on the Declarations Page. If a named insured shown on the Declarations Page is a person, then "you" or "your" includes the spouse of the first person shown as a named insured if the spouse resides primarily with that named insured.

**Your Car** means the vehicle shown under YOUR CAR on the Declarations Page. Your Car does not include a vehicle that you no longer own or lease.

If you ask us to replace the car shown on the Declarations Page with a car newly owned by you, then the car being replaced will continue to be considered your car until the earliest of:

1. the end of the 30th calendar day immediately following the date the car newly owned by you is delivered to you;
2. the date this policy is no longer in force; or
3. the date you no longer own or lease the car being replaced.

- (1) a non-owned car;
- (2) a temporary substitute car;

2. the first person shown as a named insured on the Declarations Page and that named insured's spouse who resides primarily with that named insured for the maintenance or use of a car that is owned by, or furnished by an employer to, a person who resides primarily in your household, but only if such car is neither owned by, nor furnished by an employer to, the first person shown as a named insured on the Declarations Page or that person's spouse; and



3. any other person for his or her use of:
  - a. your car;
  - b. a newly acquired car;
  - c. a temporary substitute car; or
  - d. a trailer while attached to a car described in a, b, or c. above.

Such vehicle must be used within the scope of your consent, and

4. any other person or organization vicariously liable for the use of a vehicle by an insured as defined in items 1, 2, or 3. above. This provision applies only if the vehicle is neither owned by, nor hired by, that other person or organization.

#### Insuring Agreement

1. We will pay for damages an insured becomes legally liable to pay because of:

- (1) bodily injury to others; and
  - (2) damage to property caused by an accident that involves a vehicle for which that insured is provided Liability Coverage by this policy.
- attorney fees for attorneys chosen by us to defend an insured who is sued for such damages; and
- c. court costs charged to an insured and resulting from that part of a lawsuit:
- (1) that seeks damages payable under this policy's Liability Coverage; and
  - (2) against which we defend an insured with attorneys chosen by us.

We have no duty to pay attorney fees and court costs incurred after we deposit in court or pay the amount due under this policy's Liability Coverage.

2. We have the right to:
  - a. investigate, negotiate, and settle any claim or lawsuit;
  - b. defend an insured in any claim or lawsuit, with attorneys chosen by us; and
  - c. appeal any award or legal decision for damages payable under this policy's Liability Coverage.

#### Supplementary Payments

We will pay, in addition to the damages, fees, and costs described in the Insuring Agreement above,

the interest, premiums, costs, and expenses listed below that result from such accident:

1. Interest on damages owed by the insured that accrues:

- a. before a judgment, where owed by law, but only on that part of the judgment we pay; and
- b. after a judgment. We will not pay interest on damages paid or payable by a party other than the insured or us.

We have no duty to pay interest that accrues after we deposit in court, pay, or offer to pay, the amount due under this policy's Liability Coverage;

2. Premiums for bonds, provided by a company chosen by us, required to appeal a decision in a lawsuit against an insured. We have no duty to:

- a. pay for bonds that exceed this policy's applicable Liability Coverage limit;
- b. furnish or apply for any bonds; or
- c. pay premiums for bonds purchased after we deposit in court, pay, or offer to pay, the amount due under this policy's Liability Coverage; and

3. The following costs and expenses if related to and incurred after a lawsuit has been filed against an insured:

- a. Loss of wages or salary, but not other income, up to \$200 for each day an insured attends, at our request:
  - (1) an arbitration;
  - (2) a mediation; or
  - (3) a trial of a lawsuit; and
- b. Reasonable expenses incurred by an insured at our request other than loss of wages, salary, or other income.

The amount of any of the costs or expenses listed above that are incurred by an insured must be reported to us before we will pay such incurred costs or expenses.

#### Limits

The Liability Coverage limits for bodily injury are shown on the Declarations Page under "Liability Coverage - Bodily Injury Limits - Each Person, Each Accident."

The limit shown under "Each Person" is the most we will pay for all damages resulting from bodily injury to any one person injured in any one accident, including all damages sustained by other persons as a result of that bodily injury. The limit shown under "Each Accident" is the most we will

pay, subject to the limit for "Each Person", for all damages resulting from *bodily injury* to two or more persons injured in the same accident.

The Liability Coverage limit for damage to property is shown on the Declarations Page under "Liability Coverage - Property Damage Limit - Each Accident". The limit shown is the most we will pay for all damages resulting from damage to property in any one accident.

These Liability Coverage limits are the most we will pay regardless of the number of:

1. insureds;
2. claims made;
3. vehicles insured;
4. vehicles involved in the accident.

#### Nonduplication

We will not pay any damages or expenses under Liability Coverage if:

1. that have already been paid as expenses under Medical Payments Coverage of any policy issued by the State Farm Companies to you or any resident relative; or
2. that have already been paid under any Uninsured Motor Vehicle Coverage of any policy issued by the State Farm Companies to you or any resident relative.

#### Exclusions

THERE IS NO COVERAGE FOR AN INSURED:

1. WHO INTENTIONALLY CAUSES *BODILY INJURY* OR DAMAGE TO PROPERTY;
2. FOR *BODILY INJURY* TO:  
a. YOU;  
b. ANY OTHER PERSON WHO BOTH RESIDES PRIMARILY WITH AN INSURED AND WHO:  
(1) IS RELATED TO THAT INSURED BY BLOOD, MARRIAGE, OR ADOPTION; OR  
(2) IS A WARD OR FOSTER CHILD OF THAT INSURED;  
OR FOR THAT INSURED'S INSURER FOR ANY OBLIGATION UNDER ANY TYPE OF WORKERS' COMPENSATION, DISABILITY, OR SIMILAR LAW;
4. FOR *BODILY INJURY* TO THAT INSURED'S EMPLOYEE WHICH ARISES OUT OF THAT EMPLOYEE'S EMPLOYMENT. This exclusion does not apply to that

insured's household employee who is neither covered, nor required to be covered, under workers' compensation insurance.

5. FOR *BODILY INJURY* TO THAT INSURED'S FELLOW EMPLOYEE WHILE THE FELLOW EMPLOYEE IS IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT. This exclusion does not apply to you and resident relatives who are legally liable for *bodily injury* to fellow employees.

6. FOR DAMAGES ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A VEHICLE WHILE IT IS RENTED TO OR LEASED TO OTHERS BY AN INSURED;

7. FOR DAMAGES ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A VEHICLE WHILE IT IS BEING USED TO CARRY PERSONS FOR A CHARGE. This exclusion does not apply to the use of a private passenger car on a share-the-expense basis;

8. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT INSURED'S EMPLOYMENT, IN OR ENGAGEMENT OF ANY KIND IN A CAR BUSINESS. This exclusion does not apply to:

- a. you; or
- b. any resident relative while maintaining or using your car, newly acquired car, a temporary substitute car, or a trailer;

9. WHILE VALET PARKING A VEHICLE;

10. WHILE MAINTAINING OR USING ANY VEHICLE OTHER THAN YOUR CAR, A NEWLY ACQUIRED CAR, A TEMPORARY SUBSTITUTE CAR, OR A TRAILER IN ANY BUSINESS OR OCCUPATION OTHER THAN A CAR BUSINESS OR VALET PARKING. This exclusion does not apply to the maintenance or use of a private passenger car;

11. FOR DAMAGE TO PROPERTY WHILE IT IS:

- a. OWNED BY:
- b. RENTED TO;
- c. USED BY:
- d. IN THE CARE OF OR TRANSPORTED BY YOU, A RESIDENT RELATIVE, OR THE PERSON WHO IS LEGALLY LIABLE FOR THE DAMAGE. This exclusion does not apply to either damage to a residence while rented to or leased to an insured or damage to a private garage while rented to or leased to an insured.

12. FOR LIABILITY ASSUMED UNDER ANY CONTRACT OR AGREEMENT;

13. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR BOUTABLE ACTION;

14. WHILE USING A TRAILER WITH A MOTOR VEHICLE IF THAT INSURED IS NOT PROVIDED LIABILITY COVERAGE BY THIS POLICY FOR THE USE OF THAT MOTOR VEHICLE;

15. FOR THE OWNERSHIP, MAINTENANCE, OR USE OF ANY VEHICLE WHILE IT IS:

a. OFF PUBLIC ROADS AND BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR

b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH SPEED DRIVING;

16. WHO IS AN EMPLOYEE OF THE UNITED STATES OF AMERICA OR ANY OF ITS AGENCIES, IF THE PROVISIONS OF THE FEDERAL TORT CLAIMS ACT APPLY; OR

17. IF THAT INSURED IS THE UNITED STATES OF AMERICA OR ANY OF ITS AGENCIES.

If Other Liability Coverage Applies

1. If Liability Coverage provided by this policy and one or more other Car Policies issued to you or any resident relative by one or more of the State Farm Companies apply to the same accident, then:

a. the Liability Coverage limits of such policies will not be added together to determine the most that may be paid; and

b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies. We may choose one or more policies from which to make payment.

2. The Liability Coverage provided by this policy applies as primary coverage for the ownership, maintenance, or use of your car or a trailer attached to it. The Liability Coverage provided

by this policy also applies as primary coverage for the maintenance and use of a temporary substitute car and a non-owned car if the only insurance provided by the owner of such cars is from a garage policy.

If (1) this is the only Car Policy issued to you or any resident relative by the State Farm Companies that provides Liability Coverage which applies to the accident as primary coverage; and

(2) liability coverage provided by one or more sources other than the State Farm Companies also applies as primary coverage for the same accident, then we will pay the proportion of damages payable as primary that our applicable limit bears to the sum of our applicable limit and the limits of all other liability coverage that apply as primary coverage.

If (1) more than one Car Policy issued to you or any resident relative by the State Farm Companies provides Liability Coverage which applies to the accident as primary coverage; and

(2) liability coverage provided by one or more sources other than the State Farm Companies also applies as primary coverage for the same accident, then the State Farm Companies will pay the proportion of damages payable as primary that the maximum amount that may be paid by the State Farm Companies as determined in item 1. above bears to the sum of such amount and the limits of all other liability coverage that apply as primary coverage.

3. Except as provided in item 2. above, the Liability Coverage provided by this policy applies as excess coverage.

If (1) this is the only Car Policy issued to you or any resident relative by the State Farm Companies that provides Liability Coverage which applies to the accident as excess coverage; and

(2) liability coverage provided by one or more sources other than the State Farm Companies also applies as excess coverage for the same accident,

then we will pay the proportion of damages payable as excess that our applicable limit bears to the sum of our applicable limit and the limits of all other liability coverage that apply as excess coverage.

**b. IF**

(1) more than one Car Policy issued to you or any resident relative by the State Farm Companies provides Liability Coverage which applies to the accident as excess coverage; and

(2) liability coverage provided by one or more sources other than the State Farm Companies also applies as excess coverage for the same accident;

then the State Farm Companies will pay the proportion of damages payable as excess that the maximum amount that may be paid by the State Farm Companies as determined in item 1. above bears to the sum of such amount and the limits of all other liability coverage that apply as excess coverage.

other liability coverage that apply as excess coverage.

**Required Out-of-State Liability Coverage**

**IF**

1. an insured is in another state, the District of Columbia, or any province of Canada, and as a nonresident becomes subject to its motor vehicle compulsory insurance law, financial responsibility law, or similar law; and

2. this policy does not provide at least the minimum liability coverage required by such law for such nonresident;

then this policy will be interpreted to provide the minimum liability coverage required by such law.

This provision does not apply to liability coverage required by law for motor carriers of passengers or motor carriers of property.

**Financial Responsibility Certification**

When this policy is certified under any law as proof of future financial responsibility, and while required during the policy period, this policy will comply with such law to the extent required.

**MEDICAL PAYMENTS COVERAGE**

This policy provides Medical Payments Coverage if CP is shown under Symbol 1 on the Declarations Page.

**Additional Definitions**

**Insured means:**

1. you and resident relatives:
  - a. while occupying:
    - (1) your car;
    - (2) a newly acquired car;
    - (3) a temporary substitute car;
    - (4) a non-owned car; or
    - (5) a trailer while attached to a car described in (1), (2), (3), or (4) above; or
  - b. if struck as a pedestrian by a motor vehicle or any type of trailer;
2. any other person while occupying:
  - a. your car;
  - b. a newly acquired car;
  - c. a temporary substitute car; or
  - d. a trailer while attached to a car described in a, b, or c. above.

Such vehicle must be used within the scope of your consent.

**Medical Expenses** mean reasonable expenses for medical services.

**Medical Services** mean treatments, procedures, products, and other services that are:

1. necessary to achieve maximum medical improvement for the bodily injury;
2. rendered by a healthcare provider:
  - a. who is licensed as a healthcare provider if a license is required by law; and
  - b. within the legally authorized scope of that healthcare provider's practice;
3. commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of the bodily injury;
4. primarily designed to serve a medical purpose;
5. not experimental; and
6. not for research purposes.

49  
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*Reasonable Expenses* mean the lowest one of the following charges:

1. The usual and customary fees charged by a majority of healthcare providers who provide similar *medical services* in the geographical area in which the charges were incurred;
2. The fees agreed to by both the *insured's* healthcare provider and us; or
3. The fees agreed upon between the *insured's* healthcare provider and a third party when we have a contract with such third party.

#### Insuring Agreement

We will pay:

1. *medical expenses* incurred because of *bodily injury* that is sustained by an *insured* and caused by a motor vehicle accident. We will only pay such *medical expenses*:
  - a. if any of the *medical services* are provided within one year immediately following the date of the accident; and
  - b. for *medical services* provided within three years immediately following the date of the accident; and
2. funeral expenses incurred for an *insured* who dies within three years immediately following the date of a motor vehicle accident if the death is a direct result of *bodily injury* sustained in such accident.

#### Determining Medical Expenses

We have the right to:

1. obtain and use:
  - a. utilization reviews;
  - b. peer reviews; and
  - c. medical bill reviews
 to determine if the incurred charges are *medical expenses*;
2. use a medical examination of the *insured* to determine if:
  - a. the *bodily injury* was caused by a motor vehicle accident; and
  - b. the expenses incurred are *medical expenses*; and
3. enter into a contract with a third party that has an agreement with the *insured's* healthcare provider to charge fees as determined by that agreement.

#### Arbitration

1. If there is a disagreement as to whether incurred charges are *medical expenses*, then the disagreement will be resolved by arbitration upon written request of the *insured* or us.
2. The arbitration will take place in the county in which the *insured* resides unless the parties agree to another location.

The *insured* and we will each select a competent arbitrator. These two arbitrators will select a third competent arbitrator. If they are unable to agree on the third arbitrator within 30 days, then either the *insured* or we may petition a court that has jurisdiction to select the third arbitrator.

Each party will pay the cost of its own arbitrator, attorneys, and expert witnesses, as well as any other expenses incurred by that party. Both parties will share equally the cost of the third arbitrator.

3. The arbitrators shall only decide whether incurred charges are *medical expenses*. Arbitrators shall have no authority to decide any other questions of fact, decide any questions of law, or conduct arbitration on a class-wide or class-representative basis.

4. A written decision that is both agreed upon by and signed by any two arbitrators, and that also contains an explanation of how they arrived at their decision, will be binding on:
  - a. us;
  - b. the *insured*;
  - c. any assignees of the *insured*; and
  - d. any person or organization with whom the *insured* expressly or impliedly contracts for *medical services*.

5. Subject to items 1., 2., 3., and 4. above, state court rules governing procedure and admission of evidence will be used.
6. We do not waive any of our rights by submitting to arbitration.

#### Limit

The Medical Payments Coverage limit is shown on the Declarations Page under "Medical Payments Coverage - Limit - Each Person". This limit is the most we will pay for the *medical expenses* and funeral expenses combined, incurred by or on behalf

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of any one insured as a result of any one accident, regardless of the number of:

1. insureds;
2. claims made;
3. vehicles insured; or
4. vehicles involved in the accident.

Subject to the limit shown on the Declarations Page, the most we will pay for funeral expenses incurred for any one insured is \$3,000.

#### Nonduplication

We will not pay any medical expenses or funeral expenses under Medical Payments Coverage that have already been paid:

1. as damages under Liability Coverage or any Uninsured Motor Vehicle Coverage of any policy issued by the State Farm Companies to you or any resident relative; or
2. by or on behalf of a party who is legally liable for the insured's bodily injury.

#### Exclusions

THERE IS NO COVERAGE FOR AN INSURED:

1. WHO IS STRUCK AS A PEDESTRIAN BY A MOTOR VEHICLE, OWNED BY THAT INSURED OR YOU, IF THAT MOTOR VEHICLE IS NOT YOUR CAR OR A NEWLY ACQUIRED CAR;
2. IF ANY WORKERS' COMPENSATION LAW OR ANY SIMILAR LAW APPLIES TO THAT INSURED'S BODILY INJURY;
3. WHO IS OCCUPYING A VEHICLE WHILE IT IS RENTED TO OR LEASED TO OTHERS BY AN INSURED;
4. WHO IS OCCUPYING A VEHICLE WHILE IT IS BEING USED TO CARRY PERSONS FOR A CHARGE. This exclusion does not apply to:
  - a. the use of a private passenger car on a share-the-expense basis; or
  - b. an insured while occupying a non-owned car as a passenger;
5. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT INSURED'S EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A CAR BUSINESS. This exclusion does not apply to:
  - a. you; or
  - b. any resident relative while maintaining or using your car, a newly acquired car, a temporary substitute car, or a trailer;
6. WHILE VALET PARKING A VEHICLE;
7. WHILE MAINTAINING OR USING A NON-OWNED CAR IN ANY BUSINESS

OR OCCUPATION OTHER THAN A CAR BUSINESS OR VALET PARKING. This exclusion does not apply to the maintenance or use of a private passenger car;

8. WHO IS EITHER OCCUPYING OR STRUCK AS A PEDESTRIAN BY A VEHICLE THAT IS LOCATED FOR USE AS A DWELLING OR OTHER PREMISES;
9. WHO IS STRUCK AS A PEDESTRIAN BY A VEHICLE THAT:
  - a. IS DESIGNED FOR USE PRIMARILY OFF PUBLIC ROADS WHILE OFF PUBLIC ROADS; OR
  - b. RUNS ON RAILS OR CRAWLER-TREADS;
10. WHOSE BODILY INJURY RESULTS FROM WAR OF ANY KIND;
11. WHOSE BODILY INJURY RESULTS FROM:
  - a. NUCLEAR REACTION;
  - b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
  - c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF OR RELEASE OF RADIATION FROM ANY NUCLEAR OR RADIOACTIVE DEVICE;
12. WHOSE BODILY INJURY RESULTS FROM THE DISCHARGE OF A FIREARM;
13. WHOSE BODILY INJURY RESULTS FROM EXPOSURE TO FUNGI OR
14. WHO IS OCCUPYING A VEHICLE WHILE IT IS:
  - a. BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR
  - b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH-SPEED DRIVING.

#### If Other Medical Payments Coverage or Similar Vehicle Insurance Applies

1. An insured shall not recover for the same medical expenses or funeral expenses under both this coverage and other medical payments coverage or similar vehicle insurance.
2. If Medical Payments Coverage provided by this policy and one or more other vehicle policies issued to you or any resident relative by one or more of the State Farm Companies apply to the same bodily injury, they:

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- a. the Medical Payments Coverage limits of such policies shall not be added together to determine the most that may be paid; and
- b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies. We may choose one or more policies from which to make payment.

3. The Medical Payments Coverage provided by this policy applies as primary coverage for an insured who sustains bodily injury while occupying your car or a trailer attached to it.

a. If:

- (1) this is the only vehicle policy issued to you or any resident relative by the State Farm Companies that provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as primary coverage; and
- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the State Farm Companies also applies as primary coverage for the same accident,

then we will pay the proportion of medical expenses and funeral expenses payable as primary that our applicable limit bears to the sum of our applicable limit and the limits of all other medical payments coverage or similar vehicle insurance that apply as primary coverage.

b. If:

- (1) more than one vehicle policy issued to you or any resident relative by the State Farm Companies provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as primary coverage; and
- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the State Farm Companies also applies as primary coverage for the same accident,

then the State Farm Companies will pay the proportion of medical expenses and funeral expenses payable as primary that the maximum amount that may be paid by

the State Farm Companies as determined in item 2. above bears to the sum of such amount and the limits of all other medical payments coverage or similar vehicle insurance that apply as primary coverage.

4. Except as provided in item 3. above, the Medical Payments Coverage provided by this policy applies as excess coverage.

a. If:

- (1) this is the only vehicle policy issued to you or any resident relative by the State Farm Companies that provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as excess coverage; and

- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the State Farm Companies also applies as excess coverage for the same accident,

then we will pay the proportion of medical expenses and funeral expenses payable as excess that our applicable limit bears to the sum of our applicable limit and the limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

b. If:

- (1) more than one vehicle policy issued to you or any resident relative by the State Farm Companies provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as excess coverage; and

- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the State Farm Companies also applies as excess coverage for the same accident,

then the State Farm Companies will pay the proportion of medical expenses and funeral expenses payable as excess that the maximum amount that may be paid by the State Farm Companies as determined in item 2. above bears to the sum of such amount and the limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

#### Our Payment Options

We may, at our option, make payment to one or more of the following:

12  
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1. The insured;
2. The insured's surviving spouse;
3. A parent or guardian of the insured, if the insured is a minor or an incompetent person;
4. A person authorized by law to receive such payment; or
5. Any person or organization that provides the medical services or funeral services.

### UNINSURED MOTOR VEHICLE COVERAGES

This policy provides:

1. Uninsured Motor Vehicle Coverage (Bodily Injury) if "U";
2. Uninsured Motor Vehicle Coverage (Bodily Injury and Property Damage) if "UI";

is shown under "Symbols" on the Declarations Page.

#### Additional Definitions

*Insured* means:

1. you;
2. resident relatives;
3. any other person while occupying:

- a. your car;
- b. a newly acquired car; or
- c. a temporary substitute car.

Such vehicle must be used within the scope of your consent. Such other person occupying a vehicle used to carry persons for a charge is not an insured; and,

4. any person entitled to recover compensatory damages as a result of Bodily Injury to an insured as defined in items 1., 2., or 3. above.

*Property Damage* means damage to:

1. your car or a newly acquired car; or
2. property owned by an insured while in your car or a newly acquired car.

#### Uninsured Motor Vehicle

Under Uninsured Motor Vehicle Coverage (Bodily Injury) means:

- a. a land motor vehicle, the ownership, maintenance, and use of which is:
  - (1) not insured or bonded for bodily injury liability at the time of the accident; or
  - (2) insured or bonded for bodily injury liability at the time of the accident, but:

- (a) the insuring company denies that its policy provides liability coverage for compensatory damages that result from the accident;
- (b) the insuring company is or becomes insolvent; or

- (c) the sum of the liability coverage limits available to the insured from all valid and collectible insurance policies, bonds, and securities that apply is less than the limits of this coverage under this policy; or

- b. a land motor vehicle, the owner and driver of which remain unknown and which causes Bodily Injury to the insured. If there is no physical contact between that land motor vehicle and the insured or the vehicle the insured was occupying, then the existence of such land motor vehicle and the facts of the accident must be established by clear and convincing evidence other than evidence provided by occupants of the vehicle occupied by the insured when the accident occurred. At the time of the accident, the insured must not have been negligent in determining the identity of the other vehicle and the owner or driver of the other vehicle.

Under Uninsured Motor Vehicle Coverage (Bodily Injury and Property Damage) means:

- a. a land motor vehicle, the ownership, maintenance, and use of which is:

- (1) not insured or bonded for bodily injury liability and property damage liability at the time of the accident; or
- (2) insured or bonded for bodily injury liability and property damage liability at the time of the accident, but:

- (a) the insuring company denies that its policy provides liability coverage for compensatory damages that result from the accident;
- (b) the insuring company is or becomes insolvent; or

- (c) the sum of the liability coverage limits available to the insured from all valid and collectible insurance policies, bonds, and securities that apply is less than the limits of this coverage under this policy; or



- b. a land motor vehicle, the owner and driver of which remain unknown and which causes *bodily injury* to the *insured* or causes *property damage*. If there is no physical contact between that land motor vehicle and the *insured* or the vehicle the *insured* was occupying, then the existence of such land motor vehicle and the facts of the accident must be established by clear and convincing evidence other than evidence provided by occupants of the vehicle occupied by the *insured* when the accident occurred. At the time of the accident, the *insured* must not have been negligent in determining the identity of the other vehicle and the owner or driver of the other vehicle.

3. does not include a land motor vehicle:

- whose ownership, maintenance, or use is provided Liability Coverage by this policy;
- owned by, rented to, or furnished or available for the regular use by you or any resident relative;
- owned by, rented to, or operated by a self-insurer under any motor vehicle financial responsibility law, a motor carrier law, or any similar law;
- owned by or rented to any government or any of its political subdivisions or agencies;
- designed for use primarily off public roads, except while on public roads; or
- while located for use as a dwelling or other premises.

Insuring Agreements

1. Under Uninsured Motor Vehicle Coverage (Bodily Injury), we will pay compensatory damages for *bodily injury* an *insured* is legally entitled to collect from the owner or driver of an *uninsured motor vehicle*. The *bodily injury* must be:

- sustained by an *insured*, and
- caused by an accident that involves the operation, maintenance, or use of an *uninsured motor vehicle* as a motor vehicle.

2. Under Uninsured Motor Vehicle Coverage (Bodily Injury and Property Damage), we will pay compensatory damages for *bodily injury* and damages for *property damage* an *insured* is legally entitled to collect from the owner or driver of an *uninsured motor vehicle*. The *bodily injury* or *property damage* must be caused by an accident that involves the operation, maintenance, or

use of an *uninsured motor vehicle* as a motor vehicle. The *bodily injury* must be sustained by an *insured*.

Consent to Settlement

The *insured* must inform us of a settlement offer, if any, proposed by or on behalf of the owner or driver of the *uninsured motor vehicle*, and the *insured* must request our written consent to accept such settlement offer.

If we:

- consent in writing, then the *insured* may accept such settlement offer;
- inform the *insured* in writing that we do not consent, then the *insured* may not accept such settlement offer and:

- we will make payment to the *insured* in an amount equal to such settlement offer. This payment is considered a payment made by or on behalf of the owner or driver of the *uninsured motor vehicle*; and
- any recovery from or on behalf of the owner or driver of the *uninsured motor vehicle* shall first be used to repay us.

Deciding Fault and Amount

1. a. The *insured* and we must agree in the answers to the following two questions:

- (1) Is the *insured* legally entitled to collect compensatory damages from the owner or driver of the *uninsured motor vehicle*?
- (2) If the answer to 1.a.(1) above is yes, then what is the amount of the compensatory damages that the *insured* is legally entitled to collect from the owner or driver of the *uninsured motor vehicle*?

b. If there is no agreement on the answer to either question in 1.a. above, then the *insured* shall:

- (1) file a lawsuit in a state or federal court that has jurisdiction, against:
  - (a) us;
  - (b) the owner and driver of the *uninsured motor vehicle* unless we have consented to a settlement offer proposed by or on behalf of such owner or driver; and
  - (c) any other party or parties who may be legally liable for the *insured's* damages;

- (2) consent to a jury trial if requested by us;
- (3) agree that we may contest the issues of liability and the amount of damages; and
- (4) secure a judgment in that action. The judgment must be the final result of an actual trial and, any appeals, if any appeals are taken.

2. We are not bound by any:

- a. judgment obtained without our written consent; and
- b. default judgment against any person or organization other than us.

3. Regardless of the amount of any award, including any judgment or default judgment, we are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

#### Limits

The Uninsured Motor Vehicle Coverage limits for *bodily injury* damages are shown on the Declarations Page under "Uninsured Motor Vehicle Coverage - Bodily Injury Limits - Each Person, Each Accident".

The limit shown under "Each Person" is the most we will pay for all damages resulting from *bodily injury* to any one *insured* injured in any one accident, including all damages sustained by other *insureds* as a result of that *bodily injury*. The limit shown under "Each Accident" is the most we will pay, subject to the limit for "Each Person", for all damages resulting from *bodily injury* to two or more *insureds* injured in the same accident.

The Uninsured Motor Vehicle Coverage limit for *property damage*, if any, is shown on the Declarations Page under "Uninsured Motor Vehicle Coverage - Property Damage Limit - Each Accident". This limit is the most we will pay for all *property damage* resulting from any one accident.

If the Uninsured Motor Vehicle Coverage limits provided by this policy are greater than the minimum limits required by law, then such limits will be reduced by an amount equal to the sum of the limits of all liability insurance and liability bonds that apply to the accident and are collectible by the *insured*.

These Uninsured Motor Vehicle Coverage limits are the most we will pay regardless of the number of

1. *insureds*;
2. claims made;
3. vehicles insured; or

4. vehicles involved in the accident.

#### Nonduplication

We will not pay under Uninsured Motor Vehicle Coverage any damages:

1. that have already been paid to or for the *insured*:
  - a. by or on behalf of any person or organization who is or may be held legally liable for:
    - (1) *bodily injury* to the *insured*; or
    - (2) *property damage*, whether such damages are characterized as compensatory or punitive damages; or
  - b. for *bodily injury* or *property damage* under Liability Coverage of any policy issued by the State Farm Companies to you or any resident relative;
2. that:
  - a. have already been paid;
  - b. could have been paid; or
  - c. could be paid to or for the *insured* under any workers' compensation law, disability benefits law, or similar law;
3. that have already been paid as expenses under Medical Payments Coverage of this policy, the medical payments coverage of any other policy, or similar vehicle insurance; or
4. that are *property damage* payable under any policy of property insurance.

#### Exclusions

THERE IS NO COVERAGE:

1. FOR AN *INSURED* WHO, WITHOUT OUR WRITTEN CONSENT, SETTLES WITH ANY PERSON OR ORGANIZATION WHO MAY BE LIABLE FOR THE *BODILY INJURY* OR *PROPERTY DAMAGE*.
2. FOR *PROPERTY DAMAGE* CAUSED WHEN YOUR CAR OR A NEWLY ACQUIRED CAR IS STRUCK BY A MOTOR VEHICLE OWNED BY YOU OR ANY RESIDENT RELATIVE WHICH IS NOT INSURED FOR LIABILITY COVERAGE.
3. FOR AN *INSURED* WHO SUSTAINS *BODILY INJURY* WHILE OCCUPYING A MOTOR VEHICLE OWNED BY THAT *INSURED* IF IT IS NOT YOUR CAR OR A NEWLY ACQUIRED CAR.
4. FOR AN *INSURED* WHOSE *BODILY INJURY* RESULTS FROM THE DISCHARGE OF A FIREARM.
5. TO THE EXTENT IT BENEFITS

- a. ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS, INSURANCE COMPANY;
  - b. A SELF-INSURER UNDER ANY WORKERS' COMPENSATION LAW, DISABILITY BENEFITS LAW, OR SIMILAR LAW; OR
  - c. ANY GOVERNMENT OR ANY OF ITS POLITICAL SUBDIVISIONS OR AGENCIES;
  - d. ANY PROPERTY INSURER;
6. FOR AN INSURED WHO SUSTAINS BODILY INJURY AS A PEDESTRIAN IF OTHER COLLECTIBLE UNINSURED MOTOR VEHICLE COVERAGE HAS LIMITS GREATER THAN THE LIMITS OF UNINSURED MOTOR VEHICLE COVERAGE OF THIS POLICY;
7. FOR PUNITIVE OR EXEMPLARY DAMAGES;
8. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION; OR
9. FOR THE FIRST \$200 OF PROPERTY DAMAGE RESULTING FROM ANY ONE ACCIDENT;
- This exclusion does not apply if:
- a. the vehicle involved in the accident is insured for Collision Coverage under any policy issued by *State Farm Companies*; and
  - b. the driver of the other vehicle has been positively identified and is solely at fault.
- If Other Uninsured Motor Vehicle Coverage Applies
1. If Uninsured Motor Vehicle Coverage provided by this policy and one or more other vehicle policies issued to you or any resident relative by one or more of the *State Farm Companies* apply to the same bodily injury, then:
- a. the Uninsured Motor Vehicle Coverage limits of such policies will not be added together to determine the most that may be paid; and
  - b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies. We may choose one or more policies from which to make payment.
2. If this coverage and any other uninsured motor vehicle coverage applies to the same damages,

then the priority of recovery and the limits of coverage established by Tennessee Law apply.

- a. The Uninsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an insured who sustains bodily injury while occupying your car:

- a. If the limits of the Uninsured Motor Vehicle Coverage provided by this policy equal the limits of uninsured motor vehicle coverage provided by one or more sources other than the *State Farm Companies* and:

- (1) this is the only vehicle policy issued to you or any resident relative by the *State Farm Companies* that provides Uninsured Motor Vehicle Coverage which applies to the accident as primary coverage; and

- (2) uninsured motor vehicle coverage provided by one or more sources other than the *State Farm Companies* also applies as primary coverage for the same accident;

then we will pay the proportion of damages payable as primary that our applicable limit bears to the sum of our applicable limit and the limits of all other uninsured motor vehicle coverage that both apply as primary coverage and provide equal limits of coverage.

- b. If the limits of the Uninsured Motor Vehicle Coverage provided by this policy equal the limits of uninsured motor vehicle coverage provided by one or more sources other than the *State Farm Companies* and:

- (1) more than one vehicle policy issued to you or any resident relative by the *State Farm Companies* provides Uninsured Motor Vehicle Coverage which applies to the accident as primary coverage; and

- (2) uninsured motor vehicle coverage provided by one or more sources other than the *State Farm Companies* also applies as primary coverage for the same accident;

then the *State Farm Companies* will pay the proportion of damages payable as primary that the maximum amount that may be paid by the *State Farm Companies* as determined in item 1. above bears to the sum of such amount and the limits of all other uninsured motor vehicle coverage that both apply as primary coverage and provide equal limits of coverage.

4. Except as provided in item 3. above, the Uninsured Motor Vehicle Coverage provided by this policy applies as excess coverage. ...

a. If the limits of the Uninsured Motor Vehicle Coverage provided by this policy equal the limits of uninsured motor vehicle coverage provided by one or more sources other than the *State Farm Companies* and:

(1) this is the only vehicle policy issued to you or any resident relative by the *State Farm Companies* that provides Uninsured Motor Vehicle Coverage which applies to the accident as excess coverage; and

(2) uninsured motor vehicle coverage provided by one or more sources other than the *State Farm Companies* also applies as excess coverage for the same accident.

then we will pay the proportion of damages payable as excess that our applicable limit bears to the sum of our applicable limit and the limits of all other uninsured motor vehicle coverage that both apply as excess coverage and provide equal limits.

b. If the limits of the Uninsured Motor Vehicle Coverage provided by this policy equal the limits of uninsured motor vehicle coverage provided by one or more sources other than the *State Farm Companies* and:

(1) more than one vehicle policy issued to you or any resident relative by the *State Farm Companies* provides Uninsured

Motor Vehicle Coverage which applies to the accident as excess coverage; and

(2) uninsured motor vehicle coverage provided by one or more sources other than the *State Farm Companies* also applies as excess coverage for the same accident.

then the *State Farm Companies* will pay the proportion of damages payable as excess that the maximum amount that may be paid by the *State Farm Companies* as determined in item 1. above bears to the sum of such amount and the limits of all other uninsured motor vehicle coverage that both apply as excess coverage and provide equal limits.

5. If this coverage and any other coverage applies to property damage, then this coverage applies as excess to any kind of coverage that applies to the property damage. However, this coverage applies only in the amount by which it exceeds the primary coverage.

#### Our Payment Options

We may, at our option, make payment to one or more of the following:

1. The insured;
2. The insured's surviving spouse;
3. A parent or guardian of the insured, if the insured is a minor or an incompetent person; or
4. A person authorized by law to receive such payment.

#### PHYSICAL DAMAGE COVERAGES

The physical damage coverages are Comprehensive Coverage, Collision Coverage, Emergency Road Service Coverage, and Car Rental and Travel Expenses Coverage.

This policy provides:

1. Comprehensive Coverage if "D";
2. Collision Coverage if "C";
3. Emergency Road Service Coverage if "R";
4. Car Rental and Travel Expenses Coverage if "R1", is shown under "Symbols" on the Declarations Page. If a deductible applies to Comprehensive Coverage, then it is shown on the Declarations Page. The deductible that applies to Collision Coverage is shown on the Declarations Page.

#### Additional Definitions

Covered Vehicle means:

1. your car;
2. a newly acquired car;
3. a temporary substitute car;
4. a camper that is designed to be mounted on a pickup truck and shown on the Declarations Page;
5. a non-owned car while it is:
  - a. being driven by an insured; or
  - b. in the custody of an insured if at the time of the loss it is:
    - (1) not being driven; or

(2) being driven by a person other than an insured and being occupied by an insured; and

6. a non-owned trailer and a non-owned camper while it is being used by an insured;

including its parts and its equipment that are common to the use of the vehicle as a vehicle. However, parts and equipment of trailers and campers must be securely fixed as a permanent part of the trailer or camper.

Daily rental charge means the sum of:

1. the daily rental rate;
2. mileage charges; and
3. related taxes.

Insured means you and resident relatives.

Loss means:

1. direct, sudden, and accidental damage to; or
2. total or partial theft of a covered vehicle. Loss does not include any reduction in the value of any covered vehicle after it has been repaired, as compared to its value before it was damaged.

Loss Caused By Collision means a loss caused by:

1. a covered vehicle hitting or being hit by another vehicle or other object; or
2. the overturning of a covered vehicle.

Any loss caused by missiles, falling objects, wind-storm, hail, fire, explosion, earthquake, water, flood, total or partial theft, malicious mischief, vandalism, riot, civil commotion, or hitting or being hit by a bird or an animal is not a Loss Caused By Collision.

Non-Owned Camper means a camper designed to be mounted on a pickup truck that is in the lawful possession of an insured and that neither:

1. is owned by:
  - a. an insured;
  - b. any other person residing in the same household as an insured; or
  - c. an employer of any person described in a or b. above; nor
2. has been used by, rented by, or in the possession of an insured during any part of each of the 31 or more consecutive days immediately prior to the date of the loss.

Non-Owned Trailer means a trailer that is in the lawful possession of an insured and that neither:

1. is owned by:

- a. an insured;
- b. any other person residing in the same household as an insured; or
- c. an employer of any person described in a or b. above; nor

2. has been used by, rented by, or in the possession of an insured during any part of each of the 31 or more consecutive days immediately prior to the date of the loss.

#### Insuring Agreements

##### 1. Comprehensive Coverage

- a. We will pay for loss, except loss caused by collision, to a covered vehicle.
- b. If your car or a newly acquired car is stolen, then we will pay transportation expenses incurred by an insured. These transportation expenses must be incurred during a period that:

- (1) starts on the date you report the theft to us; and
- (2) ends on the earlier of:
  - (a) the date the vehicle is recovered; or
  - (b) the date we offer to pay you for the theft if the vehicle has not yet been recovered.

These transportation expenses must be reported to us before we will pay such incurred expenses.

##### 2. Collision Coverage

We will pay for loss caused by collision to a covered vehicle.

##### 3. Emergency Road Service Coverage

We will pay the fair cost incurred by an insured for:

- a. up to one hour of labor to repair a covered vehicle at the place of its breakdown;
- b. towing to the nearest repair facility where necessary repairs can be made if a covered vehicle is not drivable;
- c. towing a covered vehicle out of a location where it is stuck if the vehicle is on or immediately next to a public road;
- d. delivery of gas, oil, battery, or tire necessary to return a covered vehicle to driving condition. We do not pay the cost of the gas, oil, battery, or tire; and
- e. up to one hour of labor for locksmith services to unlock a covered vehicle if its key is lost, stolen, or locked inside the vehicle.

#### 4. Car Rental and Travel Expenses Coverage

##### a. Car Rental Expense

We will pay the daily rental charge incurred when you rent a car from a car business while your car or a newly acquired car is:

- (1) not drivable; or
- (2) being repaired.

as a result of a loss which would be payable under Comprehensive Coverage or Collision Coverage.

We will pay the daily rental charge incurred during a period that:

- (1) starts on the date:
  - (a) the vehicle is not drivable as a result of the loss; or
  - (b) the vehicle is left at a repair facility if the vehicle is drivable; and
- (2) ends on the earliest of:
  - (a) the date the vehicle has been repaired or replaced;
  - (b) the date we offer to pay you for the loss if the vehicle is repairable but you choose to delay repairs; or
  - (c) five days after we offer to pay you for the loss if the vehicle is:

- (i) a total loss as determined by us; or
- (ii) stolen and not recovered.

The amount of any such daily rental charge incurred by you must be reported to us before we will pay such amount.

##### b. Travel Expenses

We will pay expenses for commercial transportation, lodging, and meals if your car or a newly acquired car is not drivable as a result of a loss which would be payable under Comprehensive Coverage or Collision Coverage. The loss must occur more than 50 miles from your home. We will only pay these expenses if they are incurred by:

- (1) an insured during the period that:
  - (a) starts after the loss occurs; and
  - (b) ends on the earlier of:
    - (i) the insured's arrival at his or her destination or home if the

vehicle is left behind for repairs; or

- (ii) the repair of the vehicle if the insured waits for repairs before continuing on to his or her destination or returning home; and

- (2) you, or any person you choose, to travel to retrieve the vehicle and drive it to either the original destination or your home if the vehicle was left behind for repairs.

These expenses must be reported to us before we will pay such incurred expenses.

##### c. Rental Car - Reimbursement of Deductible Expense

We will pay the comprehensive deductible or collision deductible an insured is required to pay the owner of a car rented from a car business.

##### Supplementary Payments - Comprehensive Coverage and Collision Coverage

If Symbol "D" is shown on the Declarations Page and the covered vehicle sustains loss for which we make a payment under Comprehensive Coverage, or if Symbol "C" is shown on the Declarations Page and the covered vehicle sustains loss for which we make a payment under Collision Coverage, then we will pay reasonable expenses incurred to:

1. tow the covered vehicle immediately after the loss:
  - a. for a reasonable distance from the location of the loss to any one repair facility chosen by an insured or the owner of the covered vehicle, if the covered vehicle is not drivable; or
  - b. to any one repair facility or commercial storage facility, neither of which was chosen by an insured, on the owner of the covered vehicle. We will also pay reasonable expenses incurred to tow the covered vehicle for a reasonable distance from this facility to any one repair facility chosen by an insured or the owner of the covered vehicle, if the covered vehicle is not drivable;
2. store the covered vehicle, if it is not drivable immediately after the loss, at:
  - a. any one repair facility or commercial storage facility, neither of which was chosen by an insured or the owner of the covered vehicle; and

- b. any one repair facility chosen by the owner of the covered vehicle, and we determine such vehicle is a total loss.

If the owner of the covered vehicle consents, then we may move the covered vehicle at our expense to reduce storage costs. If the owner of the covered vehicle does not consent, then we will pay only the storage costs that would have resulted if we had moved the damaged covered vehicle; and

3. clean up debris from the covered vehicle at the location of the loss. The most we will pay to clean up the debris is \$250 for any one loss.

#### Limits and Loss Settlement - Comprehensive Coverage and Collision Coverage

1. We have the right to choose to settle with you or the owner of the covered vehicle in one of the following ways:

- a. Pay the cost to repair the covered vehicle minus any applicable deductible.

- (i) We have the right to choose one of the following to determine the cost to repair the covered vehicle:

- (a) The cost agreed to by both the owner of the covered vehicle and us;

- (b) A bid or repair estimate approved by us; or

- (c) A repair estimate that is written based upon or adjusted to:

- (i) the prevailing competitive price;

- (ii) the lower of paintless dent repair pricing established by an agreement we have with a third party or the paintless dent repair price that is competitive in the market; or

- (iii) a combination of items (i) and (ii) above.

The prevailing competitive price means prices charged by a majority of the repair market in the area where the covered vehicle is to be repaired as determined by a survey made by us. If asked, we will identify some facilities that will perform the repairs at the prevailing competitive prices. The estimate will include parts sufficient to restore the covered vehicle to its pre-loss condition.

You agree with us that the repair estimate may include new, used, recycled, and reconditioned parts. Any of these parts may be either original equipment manufacturer parts or non-original equipment manufacturer parts. However, if the covered vehicle is the current model year or immediate prior year model, then such parts will not include non-OEM after market crash parts without consent of its owner.

You also agree that replacement glass need not have any insignia, logo, trademark, etching, or other marking that was on the replaced glass.

- (2) The cost to repair the covered vehicle does not include any reduction in the value of the covered vehicle after it has been repaired, as compared to its value before it was damaged.

- (3) If the repair or replacement of a part results in betterment of that part, then you or the owner of the covered vehicle must pay for the amount of the betterment.

- (4) If you and we agree, windshield glass will be repaired instead of replaced.

- b. Pay the actual cash value of the covered vehicle minus any applicable deductible.

- (1) The owner of the covered vehicle and we must agree upon the actual cash value of the covered vehicle. If there is disagreement as to the actual cash value of the covered vehicle, then the disagreement will be resolved by appraisal upon written request of the owner or us, using the following procedures:

- (a) The owner and we will each select a competent appraiser.

- (b) The two appraisers will select a third competent appraiser. If they are unable to agree on a third appraiser within 30 days, then either the owner or we may petition a court that has jurisdiction to select the third appraiser.

- (c) Each party will pay the cost of its own appraiser, attorneys, and expert witnesses, as well as any other expenses incurred by that party. Both parties will share equally the cost of the third appraiser.

(d) The appraisers shall only determine the actual cash value of the covered vehicle. Appraisers shall have no authority to decide any other questions of fact, decide any questions of law, or conduct appraisal on a class-wide or class-representative basis.

(e) A written appraisal that is both agreed upon by and signed by any two appraisers, and that also contains an explanation of how they arrived at their appraisal, will be binding on the owner of the covered vehicle and us.

(f) We do not waive any of our rights by submitting to an appraisal.

(2) The damaged covered vehicle must be given to us in exchange for our payment, unless we agree that the owner may keep it. If the owner keeps the covered vehicle, then our payment will be reduced by the value of the covered vehicle after the loss.

(c) Return the stolen covered vehicle to its owner and pay, as described in 1.a. above, for any direct, sudden, and accidental damage that resulted from the theft.

2. The most we will pay for transportation expenses under Comprehensive Coverage is \$25 per day subject to an aggregate limit of \$750 per loss.

3. The most we will pay for loss to a non-owned trailer or a non-owned camper is \$2,500.

#### Limits - Car Rental and Travel Expenses Coverage

##### 1. Car Rental Expense

The limit for Car Rental Expense is shown on the Declarations Page under "Limit - Car Rental Expense - Each Day/Each Loss".

a. The limit shown under "Each Day" is the most we will pay for the daily rental charge.

(1) a dollar amount is shown, then we will pay the daily rental charge up to that dollar amount.

(2) a percentage amount is shown, then we will pay that percentage of the daily rental charge.

b. Subject to the "Each Day" limit, the limit shown under "Each Loss" is the most we will pay for Car Rental Expense incurred as a result of any one loss.

##### 2. Travel Expenses

The most we will pay for Travel Expenses incurred by all insureds as a result of any one loss is \$500.

##### 3. Rental Car - Repayment of Deductible Expense

The most we will pay for Rental Car - Repayment of Deductible Expense incurred as a result of any one loss is \$500.

##### Non Duplication

We will not pay for any loss or expense under the Physical Damage Coverages for which the insured or owner of the covered vehicle has already received payment from, or on behalf of, a party who is legally liable for the loss or expense.

##### Exclusions

##### THERE IS NO COVERAGE FOR:

##### 1. ANY COVERED VEHICLE THAT IS:

- a. INTENTIONALLY DAMAGED; OR
  - b. STOLEN
- BY OR AT THE DIRECTION OF AN INSURED.

##### 2. ANY COVERED VEHICLE WHILE IT IS RENTED TO OR LEASED TO OTHERS BY AN INSURED;

##### 3. ANY COVERED VEHICLE WHILE IT IS USED TO CARRY PERSONS FOR A CHARGE. This exclusion does not apply to the use of a private passenger car on a share-the-expense basis;

##### 4. ANY COVERED VEHICLE DUE TO:

- a. THEFT;
- b. CONVERSION;
- c. EMBEZZLEMENT; OR
- d. SECRETION.

BY AN INSURED, A CONSIGNEE, AN AGENT OF A CONSIGNEE, OR A PERSON WHO OBTAINS POSSESSION OF THE COVERED VEHICLE WITH THE PERMISSION OF A CONSIGNEE OR AGENT OF A CONSIGNEE.

##### 5. LOSS TO YOUR CAR OR A NEWLY ACQUIRED CAR IF AN INSURED VOLUNTARILY RELINQUISHES POSSESSION OF THAT CAR TO A PERSON OR ORGANIZATION UNDER AN ACTUAL OR PRESUMED SALES AGREEMENT.



6. ANY COVERED VEHICLE TO THE EXTENT OUR PAYMENT WOULD BENEFIT ANY CARRIER OR OTHER BAILEE FOR HIRE THAT IS LIABLE FOR LOSS TO SUCH COVERED VEHICLE;
7. LOSS TO ANY COVERED VEHICLE DUE TO FUNGI. THIS APPLIES REGARDLESS OF WHETHER OR NOT THE FUNGI RESULT FROM A LOSS THAT IS PAYABLE UNDER ANY OF THE PHYSICAL DAMAGE COVERAGES. WE WILL ALSO NOT PAY FOR ANY TESTING OR REMEDIATION OF FUNGI, OR ANY ADDITIONAL COSTS REQUIRED TO REPAIR ANY COVERED VEHICLE THAT ARE DUE TO THE EXISTENCE OF FUNGI;
8. LOSS TO ANY COVERED VEHICLE THAT RESULTS FROM:
  - a. NUCLEAR REACTION;
  - b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
  - c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
9. LOSS TO ANY COVERED VEHICLE THAT RESULTS FROM THE TAKING OF OR SEIZURE OF THAT COVERED VEHICLE BY ANY GOVERNMENTAL AUTHORITY;
10. LOSS TO ANY COVERED VEHICLE THAT RESULTS FROM WAR OF ANY KIND;
11. YOUR CAR WHILE SUBJECT TO ANY:
  - a. LIEN AGREEMENT;
  - b. RENTAL AGREEMENT;
  - c. LEASE AGREEMENT; OR
  - d. SALES AGREEMENTNOT SHOWN ON THE DECLARATIONS PAGE;
12. ANY NON-OWNED CAR WHILE IT IS:
  - a. BEING MAINTAINED OR USED BY ANY PERSON WHILE THAT PERSON IS EMPLOYED IN OR ENGAGED IN ANY WAY IN A CAR BUSINESS; OR
  - b. USED IN ANY BUSINESS OR OCCUPATION OTHER THAN A CAR BUSINESS. This exclusion (12.b) does not apply to a private passenger car;
13. ANY PART OR EQUIPMENT OF A COVERED VEHICLE IF THAT PART OR EQUIPMENT:
  - a. FAILS OR IS DEFECTIVE; OR
  - b. IS DAMAGED AS A DIRECT RESULT OF:
    - (1) WEAR AND TEAR;
    - (2) FREEZING; OR
    - (3) MECHANICAL, ELECTRICAL, OR ELECTRONIC BREAKDOWN OR MALFUNCTIONOF THAT PART OR EQUIPMENT.This exclusion does not apply if the loss is the result of theft of the covered vehicle;
14. ANY PART OR EQUIPMENT:
  - a. THAT IS NOT LEGAL FOR USE IN OR ON THE COVERED VEHICLE IN THE STATE WHERE THE COVERED VEHICLE IS REGISTERED; OR
  - b. THE USE OF WHICH IS NOT LEGAL IN THE STATE WHERE THE COVERED VEHICLE IS REGISTERED BECAUSE OF HOW OR WHERE THAT PART OR EQUIPMENT IS INSTALLED IN OR ON THE COVERED VEHICLE.However, if there is a legal version of the part or equipment that is necessary for the safe operation of the covered vehicle, then we will pay the cost that we would otherwise have paid to repair the vehicle with the legal version of the part or equipment. We will not pay any cost necessary to modify the vehicle for installation of the legal version of the part or equipment;
15. TIRES. This exclusion does not apply if:
  - a. loss is caused by missiles, falling objects, windstorm, hail, fire, explosion, earthquake, water, flood, total or partial theft, malicious mischief, vandalism, riot, civil commotion, or hitting or being hit by a bird or an animal; or
  - b. loss caused by collision to another part of the covered vehicle causes loss to tires;
16. REMOVABLE PRODUCTS USED FOR STORAGE OF AUDIO, VIDEO, OR OTHER DATA, INCLUDING BUT NOT LIMITED TO TAPES, DISCS, AND MEMORY CARDS, NOR IS THERE COVERAGE FOR THE RECONSTRUCTION OF DATA CONTAINED THEREIN;
17. ANY EQUIPMENT USED TO DETECT OR INTERFERE WITH SPEED MEASURING DEVICES;

18. A CAMPER, INCLUDING ITS PARTS AND ITS EQUIPMENT, THAT IS:

- DESIGNED TO BE MOUNTED ON A PICKUP TRUCK;
- OWNED BY AN INSURED; AND
- NOT SHOWN ON THE DECLARATIONS PAGE; OR

19. ANY COVERED VEHICLE WHILE IT IS:

- BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR
- ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH SPEED DRIVING.

If Other Physical Damage or Similar Coverage Applies

1. If the same loss or expense is payable under more than one of the physical damage coverages provided by this policy, then only the one coverage that pays the most for that loss or expense applies.

2. If any of the physical damage coverages provided by this policy and one or more other policies issued to an insured by one or more of the State Farm Companies apply to the same loss or expense, then only one policy applies. We will select a policy that pays the most for the loss or expense.

3. The physical damage coverages provided by this policy apply as primary coverage for a loss to:

- your car; and
- a temporary substitute car and a non-owned car if the only insurance coverage provided by the owner of the car is from a garage policy.

If similar coverage provided by one or more sources other than the State Farm Companies also applies as primary coverage for the same loss or expense, then the State Farm Companies will pay the proportion of the loss or expense payable as primary that the maximum amount that may be paid by the State Farm Companies bears to the sum of such amount and the limits of all other similar coverage that applies as primary coverage.

4. Except as provided in item 3. above, the physical damage coverages provided by this policy apply as excess coverage.

If similar coverage provided by one or more sources other than the State Farm Companies also applies as excess coverage for the same loss or expense, then the State Farm Companies will pay the proportion of the loss or expense payable as excess that the maximum amount that may be paid by the State Farm Companies bears to the sum of such amount and

the limits of all other similar coverage that applies as excess coverage.

Financed Vehicle

1. If a creditor is shown on the Declarations Page, then any Comprehensive Coverage or Collision Coverage provided by this policy applies to that creditor's interest in your car. Coverage for the creditor's interest is only provided for a loss that is payable to you except that the creditor's interest will not be invalidated by an intentional act or omission of the owner of your car.

However, if this policy is cancelled or nonrenewed, then we will provide coverage for the creditor's interest until we notify the creditor of the termination of such coverage. This coverage for the creditor's interest is only provided for a loss that would have been payable to you if this policy had not been cancelled or nonrenewed except that the creditor's interest will not be invalidated by an intentional act or omission of the owner of your car. The date such termination is effective will be at least 20 days after the date we mail or electronically transmit a notice of the termination to the creditor. The mailing or electronic transmittal of the notice will be sufficient proof of notice.

2. If we pay such creditor, then we are entitled to the creditor's right of recovery against you to the extent of our payment. Our right of recovery does not impair the creditor's right to recover the full amount of its claim.

Our Payment Options

1. Comprehensive Coverage and Collision Coverage

a. We may, at our option, make payment to one or more of the following for loss to a covered vehicle owned by you:

- You;
- The repairer; or
- A creditor shown on the Declarations Page, to the extent of its interest.

b. We may, at our option, make payment to one or more of the following for loss to a covered vehicle not owned by you:

- You;
- The owner of such vehicle;
- The repairer; or
- A creditor, to the extent of its interest.

2. Emergency Road Service Coverage and Car Rental and Travel Expenses Coverage

We may, at our option, make payment to one or more of the following:

- You;
- The insured who incurred the expense; or
- Any party that provided the service for which payment is owed.

## DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE LOSS OF EARNINGS COVERAGE

### DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE

This policy provides Death, Dismemberment and Loss of Sight Coverage if "S" is shown under "Symbols" on the Declarations Page.

#### Additional Definition:

*Insured* means a person whose name is shown under "Death, Dismemberment and Loss of Sight Coverage - Persons Insured" on the Declarations Page.

#### Insuring Agreement

We will pay the highest applicable benefit shown in the following Death, Dismemberment and Loss of Sight Benefits Schedules if an *insured*:

1. dies; or
2. suffers dismemberment or permanent loss of sight, as described in the schedule

as the direct result of an accident that involves the use of a land motor vehicle or any type of trailer as a vehicle and not due to any other cause.

The *insured* must be occupying or be struck as a pedestrian by a land motor vehicle or any type of trailer at the time of the accident. The death, dismemberment, or permanent loss of sight must occur within 90 days after the date of the accident.

#### Benefit

The applicable benefit shown in the schedule is the most we will pay for any one *insured* in any one accident. Any benefit paid or payable for dismemberment or permanent loss of sight reduces the death benefit.

### DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFITS SCHEDULES

If the amount shown on the Declarations Page for the *insured* is \$5,000, we will pay the applicable benefit shown below for death or for the described dismemberment or permanent loss of sight:

Death	\$5,000
Loss of both hands; both feet; all sight of both eyes; one hand & one foot, or one hand or one foot & all sight of one eye	\$5,000
Loss of one hand or one foot or all sight of one eye	\$2,500
Loss of the thumb & a finger on one hand; or any three fingers	\$1,500
Loss of any two fingers	\$1,000
The hand must be cut off through or above the wrist. The foot must be cut off through or above the ankle. The whole thumb or finger must be cut off.	

If the amount shown on the Declarations Page for the *insured* is \$10,000, we will pay the applicable benefit shown below for death or for the described dismemberment or permanent loss of sight:

Death	\$10,000
Loss of both hands; both feet; all sight of both eyes; one hand & one foot, or one hand or one foot & all sight of one eye	\$10,000
Loss of one hand or one foot, or all sight of one eye	\$5,000
Loss of the thumb & a finger on one hand; or any three fingers	\$3,000
Loss of any two fingers	\$2,000
The hand must be cut off through or above the wrist. The foot must be cut off through or above the ankle. The whole thumb or finger must be cut off.	

The benefits shown in the schedules are doubled for an *insured* who at the time of the accident was occupying a private passenger car and using a seat belt in the manner recommended by the vehicle manufacturer.

### LOSS OF EARNINGS COVERAGE

This policy provides Loss of Earnings Coverage if "Z" is shown under "Symbols" on the Declarations Page.

#### Additional Definitions

*Insured* means a person whose name is shown under "Loss of Earnings Coverage - Persons Insured" on the Declarations Page.

*Total Disability* means the *insured's* inability to work, either full or part time, in his or her occupation or any other similar occupation for which he or she is reasonably fitted by education, training, or experience.

*Weekly Earnings* means 85% of all earnings for the *insured's* services before any deductions. When *weekly earnings* cannot be determined on a weekly basis an average will be used. The average is 85% of the total earnings for the 52 weeks just prior to the accident divided by 52.

#### Insuring Agreement

We will pay the *insured* his or her loss of *weekly earnings*, which occur while the *insured* is living due to continuous *total disability* that:

1. is the direct result of *bodily injury* caused by an accident that involves the use of a land motor vehicle or any type of trailer as a vehicle

24  
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and not due to any other cause. At the time of the accident, the insured must be occupying or be struck as a pedestrian by a land motor vehicle of any type of trailer; and

2. starts within 20 days after the date of the accident and lasts for a period of at least 30 consecutive days. We will not pay for the first seven days of the 30-day period.

**Limit**

The most we will pay any one insured is:

1. \$250 for each full workweek of total disability; and
2. a pro rata portion of \$250 for less than a full workweek of total disability.

Subject to the workweek limit, the most we will pay any one insured for all loss of weekly earnings due to any one accident is \$15,000.

We will pay once every two weeks the insured's loss of weekly earnings owed.

**Exclusions - Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage**

DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE AND LOSS OF EARNINGS COVERAGE DO NOT APPLY TO AN INSURED:

1. WHILE IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT IN A CAR BUSINESS;
2. WHILE OCCUPYING, LOADING OR UNLOADING:

- a. AN EMERGENCY VEHICLE IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT;
- b. A VEHICLE, OTHER THAN AN EMERGENCY VEHICLE, WHILE USED IN THE:

- (1) INSURED'S BUSINESS; OR
- (2) COURSE AND SCOPE OF HIS OR HER EMPLOYMENT IN OTHER THAN A CAR BUSINESS.

Exclusion 2.b. does not apply if the vehicle is a private passenger car.

- c. A MILITARY VEHICLE; OR
- d. A VEHICLE WHILE IT IS:

- (1) BEING PREPARED FOR USED IN PRACTICE FOR OR OPERATED IN ANY RACING CONTEST, SPEED

CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR

- (2) ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH SPEED DRIVING;
3. WHILE OCCUPYING, LOADING, UNLOADING OR WHO IS STRUCK AS A PEDESTRIAN BY:

- a. A MOTOR VEHICLE THAT RUNS ON RAILS OR CRAWLER TREADS;
- b. A MOTOR VEHICLE THAT IS DESIGNED FOR USE PRIMARILY OFF PUBLIC ROADS WHILE OFF PUBLIC ROADS; OR

c. A MOTOR VEHICLE OR ANY TYPE OF TRAILER, EITHER OF WHICH IS LOCATED FOR USE AS A DWELLING OR OTHER PREMISES; OR

4. FOR DEATH, DISMEMBERMENT, LOSS OF SIGHT, OR TOTAL DISABILITY THAT RESULTS FROM:

- a. WAR OF ANY KIND;
- b. NUCLEAR REACTION, RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE, OR THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM ANY NUCLEAR OR RADIOACTIVE DEVICE;
- c. THE DISCHARGE OF A FIREARM;
- d. EXPOSURE TO FUNGI;

SUICIDE OR ATTEMPTED SUICIDE REGARDLESS OF WHETHER THE INSURED WAS SANE OR INSANE, OR DISEASE except pre-forming infection due to bodily injury sustained in the accident.

**Our Payment Options - Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage**

We may, at our option, make payment to one or more of the following:

1. The insured;
2. The insured's surviving spouse;
3. A parent or guardian of the insured, if the insured is a minor or an incompetent person; or
4. A person or organization authorized by law to receive such payments.

25  
9842A

# INSURED'S DUTIES

## 1. Notice to Us of an Accident or Loss

The *insured* must give us or one of our agents notice of the accident or loss as soon as reasonably possible. The notice must give us:

- your name;
- the names and addresses of all persons involved in the accident or loss;
- the hour, date, place, and facts of the accident or loss; and
- the names and addresses of witnesses to the accident or loss.

## 2. Notice to Us of Claim or Suit

- If a claim is made against an *insured*, then that *insured* must immediately send us every demand, notice, and claim received.
- If a lawsuit is filed against an *insured*, then that *insured* must immediately send us every summons and legal process received.

## 3. Insured's Duty to Cooperate With Us

- The *insured* must cooperate with us, and, when asked, assist us in:
    - making settlements;
    - securing and giving evidence; and
    - attending, and getting witnesses to attend, depositions, hearings, and trials.
  - The *insured* must not, except at his or her own cost voluntarily:
    - make any payment to others; or
    - assume any obligation to others
 unless authorized by the terms of this policy.
- Any person or organization making claim under this policy must, when we require, give us proof of loss on forms we furnish.

## 4. Questioning Under Oath

- Liability Coverage, each *insured*;
- Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, or Loss of Earnings Coverage, each *insured*, or any other person or organization making claim or seeking payment; and
- Physical Damage Coverage, each *insured* or owner of a covered vehicle, or any other person or organization making claim or seeking payment.

must, at our option, submit to an examination under oath, provide a statement under oath, or do both, as reasonably often as we require. Such person or organization must answer questions under oath, asked by anyone we name, and sign copies of the answers. We may require each person or organization answering questions under oath to answer the questions with only that person's or organization's legal representative, our representatives, any person or persons designated by us to record the questions and answers, and no other person present.

## 5. Other Duties Under the Physical Damage Coverages

When there is a loss, you or the owner of the covered vehicle must:

- protect the covered vehicle from additional damage. We will pay any reasonable expense incurred to do so;
- make a prompt report to the police when the loss is the result of theft;
- allow us to:
  - inspect any damaged property before its repair or disposal;
  - test any part or equipment before the part or equipment is removed or repaired; and
  - move the covered vehicle at our expense in order to conduct such inspection or testing;
- provide us all:
  - records;
  - receipts; and
  - invoices
 that we request and allow us to make copies and
- not abandon the covered vehicle to us.

## 6. Other Duties Under Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, and Loss of Earnings Coverage

A person making claim under:

- Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, or Loss of Earnings Coverage must:

(1) notify us of the claim and give us all the details about the death, injury, treatment, and other information that we may need as soon as reasonably possible after the injured *insured* is first examined or treated for the injury. If the *insured* is unable to give us notice, then any other *person* may give us the required notice.

(2) be examined as reasonably often as we may require by physicians chosen and paid by us. A copy of the report will be sent to the *person* upon written request.

(3) provide written authorization for us to obtain:

(a) medical bills;

(b) medical records;

(c) wage, salary, and employment information; and

(d) any other information we deem necessary to substantiate the claim.

If an injured *insured* is a minor, unable to act, or dead, then his or her legal representative must provide us with the written authorization.

If the holder of the information refuses to provide it to us despite the authorization, then, at our request, the *person* making claim, or his or her legal representative must obtain the information and promptly provide it to us; and

(4) allow us to inspect the vehicle that the *insured* occupied in the accident.

Uninsured Motor Vehicle Coverages must:

(1) report an accident involving a motor vehicle whose owner and driver remain unknown to the police within a reasonable time;

(2) send us immediately a copy of all lawsuit papers if the *insured* files a lawsuit against the party liable for the accident;

(3) report an accident to us within 30 days immediately following the date of the accident;

(4) if making claim for *property damage*:

(a) give us sworn proof of claim within 60 days immediately following the date of the accident. This proof must include a statement as to:

(i) the names and addresses of those who own the property and the percentage of ownership each has;

(ii) the amount owed and the liens on such property and the names and addresses of any such creditors and lienholders;

(iii) the actual cash value of the property at the time of the accident;

(iv) the amount of the *property damage*;

(v) the place, time, and other details of the accident;

(vi) the description and amounts of any other insurance covering such *property damage*.

(b) protect the damaged property from additional damage. We will pay any reasonable expense incurred to do so.

(c) allow us to:

(i) inspect any damaged property before its repair or disposal;

(ii) test any part or equipment before that part or equipment is removed or repaired; and

(iii) move the damaged property at our expense in order to conduct such inspection or testing;

(d) provide us all:

(i) records;

(ii) receipts; and

(iii) invoices;

that we request and allow us to make copies; and

(e) not abandon the damaged property to us; and

Loss of Earnings Coverage must:

(1) make a claim under this policy;

(2) report to us when that *person* has a *total disability*; and

(3) provide proof of continued *total disability* when we ask for it.

9. Assignment

Except as provided below, no assignment of benefits or other transfer of rights is binding upon us unless approved by us. A person making claim under the Medical Payments Coverage of this policy may assign the payment of such benefits to the healthcare provider by providing us with written notice of such assignment.

10. Bankruptcy or Insolvency of the Insured

Bankruptcy or insolvency of the insured or his or her estate will not relieve us of our obligations under this policy.

11. Concealment or Fraud

There is no coverage under this policy if you or any other person insured under this policy has made false statements with the intent to conceal or misrepresent any material fact or circumstance in connection with any claim under this policy.

12. Our Right to Recover Our Payments

Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage payments are not recoverable by us. Under all other coverages the following apply:

a. Subrogation

If we are obligated under this policy to make payment to or for a person who has a legal right to collect from another party, then we will be subrogated to that right to the extent of our payment.

The person to or for whom we make payment must help us recover our payments by:

- (1) doing nothing to impair that legal right;
- (2) executing any documents we may need to assert that legal right; and
- (3) taking legal action through our representatives when we ask; and

b. Reimbursement

If we make payment under this policy and the person to or for whom we make payment recovers or has recovered from another party, then that person must:

- (1) hold in trust for us the proceeds of any recovery; and
- (2) reimburse us to the extent of our payment.

13. Legal Action Against Us

Legal action may not be brought against us until there has been full compliance with all the provisions of this policy. In addition, legal action may only be brought against us regarding:

a. Liability Coverage after the amount of damages an insured is legally liable to pay has been finally determined by:

- (1) judgment after an actual trial, and any appeals of that judgment if any appeals are taken; or
- (2) agreement between the claimant and us.

b. Medical Payments Coverage if the legal action relating to this coverage is brought against us within four years immediately following the date of the accident.

c. Uninsured Motor Vehicle Coverage if the insured or that insured's legal representative within two years immediately following the date of the accident:

- (1) presents an Uninsured Motor Vehicle Coverage claim to us; and
- (2) files a lawsuit in accordance with the Deciding Fault and Amount provision of this coverage.

Except as provided in c.(2) above, no other legal action may be brought against us relating to Uninsured Motor Vehicle Coverage for any other causes of action that arise but of or are related to this coverage until there has been full compliance with the provisions titled Consent to Settlement and Deciding Fault and Amount.

d. Physical Damage Coverages if the legal action relating to these coverages is brought against us within one year immediately following the date of the accident or loss.

14. Choice of Law

Without regard to choice of law rules, the law of the State of:

a. Tennessee will control, except as provided in item b. below, in the event of any disagreement as to the interpretation and application of any provision in this policy; and

- b. Illinois will control in the event of any disagreement as to the interpretation and application of this policy's:

- (1) Mutual Conditions provision found on the most recently issued Declarations Page, if this policy was issued by the State Farm Mutual Automobile Insurance Company; or
- (2) Participating Policy provision found on the most recently issued Declarations Page, if this policy was issued by any subsidiary or affiliate of the State

Farm Mutual Automobile Insurance Company.

#### 15. Severability

If any provision of this policy is held invalid or unenforceable by a court that has jurisdiction, then:

- a. such provision will remain in full force to the extent not held invalid or unenforceable; and
- b. all other provisions of this policy will remain valid and enforceable.



Policy Form 9842A

**IN THE CIRCUIT COURT FOR POLK COUNTY, TENNESSEE**

TONIA FIELDS, individually and as )  
 mother and next friend of AYLA HARPER,

)  
 Plaintiff,

)  
 v.

)  
 CHRISTIAN CONNIOR, deceased and  
 THE ESTATE OF CHRISTIAN  
 CONNIOR,

)  
 Defendant.

) Docket No. CV-8-114

**FILED**

NOV 17 2011

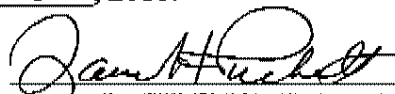
CONNIE CLARK  
 CLERK OF COURTS

**ORDER**

This cause came on to be heard before the Honorable Lawrence H. Puckett on Thursday, November 17, 2011 for trial. At the time of the scheduled hearing, it is appearing to the Court that there is not an answer filed on behalf of the Estate of Christian Connior and that the Administrator Ad Litem Darald J. Schaffer was only appointed for accepting service of process and not for the defense of the Estate. The Court proceeded the hearing on damages and hereby ORDERS, ADJUDGED AND DECREES AS FOLLOWS:

1. Tonia Fields shall have a judgment against the Estate of Christian Connior for her medical bills and loss of services of her daughter in the amount of \$ 22,996.66.
2. Tonia Fields as mother and next of kin of Ayla Harper shall have a judgment against The Estate of Christian Connior for Ayla Harper's personal injuries in the amount of \$ 60,000.00.
3. Clerk's costs in this cause are taxed to the Defendant for which execution may issue.

ENTER this 17<sup>th</sup> day of November, 2011.



LAWRENCE H. PUCKETT, JUDGE

**EXHIBIT**

APPROVED FOR ENTRY:

LOGAN-THOMPSON, P.C.

By

  
ROBERT G. NORRED, JR. (BPR#012740)

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